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ABSTRACT

The suggestions contained in this handbook will be most useful to those local associations that have achieved negotiation rights and have already become involved, to some extent, in the process of contract administration. The aspects of contract administration emphasized here are the elements on grievance administration, the job of the grievance representative, and common contract violations. (Author/IRT)

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The Grievance Representative

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A Handbook
for Local Association
School Building Grievance
Representatives

National
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Association
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I. Contracts Not Self-Enforcing

Professional negotiation agreements—now in effect in some 3,500 school districts employing more than half of the nation's teachers—are creating a new dimension of teacher-administrator-board relationships. Negotiation establishes for teachers the right, through their representative organization, to participate in shaping those decisions that affect the terms and conditions of their employment.

Out of the negotiation process usually emerges a lengthy master contract, encompassing a diversity of employee-management interests and reflecting agreed-upon standards and criteria against which the actions of all parties may be reviewed. But the terms and conditions of that master contract are not self-enforcing. Contract negotiation, then, is only half the battle of securing teacher rights. The other half involves the rigorous policing and enforcement action of an effective employee organization to ensure that the terms of the contract are applied in day-to-day school operation.

There remain, of course, many school systems in the country that have not yet accorded negotiation rights to their teachers. Some of these afford teacher organizations limited means of influencing management decisions through informal meet-and-confer arrangements. Others still keep teachers locked into the paternalistic patterns of the past.

But with or without formal board recognition—with or without a negotiated agreement—the local education association still has the responsibility to serve as the teachers' advocate. Whatever its other objectives, the association speaks on behalf of its members and commits its resources to securing equitable adjustment of their complaints. If these responsibilities are to be carried out with any degree of success, a method of discovering administrative violations of the contract or board policy in each building must be devised. The suggestions contained in this handbook will be most useful to those local associations that have achieved negotiation rights and have already become involved, to some extent, in the process of contract administration. One of the many healthy outcomes of negotiation is the impetus it gives to the local association to become more fully responsive to the occupational concerns of its members and more effectively involved in the protection of their rights. For it takes an enormous investment of effort to establish those rights through the painstaking processes of negotiation, and the leaders of the association can ill afford to let that effort go to waste. The greater their investment in negotiation of the contract, the greater will be their stake in building an administrative capability for its enforcement.

What are the essential components of that administrative capability?

The grievance functioning of the local association will operate at two levels:

- at the building level through the grievance representative (not to be confused with the association or building representative, who serves as the members' delegate to the association's legislative body);
- at the school district level through the grievance chairman, the PR&R committee, and the association's executive board.

Your Role as Grievance Representative

As grievance representative at the building level, you are the association's agent to the individual member. Your central role is to maintain a continuing scrutiny of administrative actions to see that the provisions of the contract are observed, and to discover and report to the grievance chairman any administrative actions that violate the rights of teachers, as established contractually or by law.

Without you, and others like you, even the best contract is meaningless. You give it life; you make it work. You are a vital link between the association and its teacher members; the level of trust that you can build with the teachers in your building will determine, to an immeasurable degree, the level of trust that those teacher members will have, not only in the grievance process, but in the association.

What You Should Know

First and foremost, you must be thoroughly familiar with those areas of the contract where viola-

II. Elements of Grievance Administration

tions are most likely to occur. Secondly, it is essential that you have a full understanding of the grievance procedure and of your own relationship to its overall functioning. The grievance chairman can assist you in developing these understandings; and it is an association responsibility to provide you with the necessary orientation and with periodic in-service training sessions. The continuous training of grievance representatives has been handled successfully by a number of associations through the establishment of regular meetings of grievance representatives. Through these meetings, the grievance representatives can be instructed by specialists in grievance administration; they can be informed of recent arbitrators' rulings and of varying interpretations of contractual provisions; and, of equal importance, they can compare notes on their own problems and experiences in dealing with grievances and complaints at the building level.

You must know the faculty members in your building. Make yourself and your location known to them. Most important, gain their confidence; establish your own approachability and trustworthiness. Understand the responsibility of maintaining the confidentiality of information given to you by the teachers.

You must know to whom you should report, how to contact him, and when. It is your responsibility to accept and transmit complaints to the grievance chairman as soon as you are aware of them. And if you have any question concerning any aspect of your task, the grievance chairman is the person whom you should consult.

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What Is a Grievance?

In the simplest and narrowest terms, a grievance is a claim that the employment contract has been violated. (See p. 11 for a working definition.) Grievances are usually based on an alleged misinterpretation of a policy or contract provision. Or, a grievance may hinge on a simple dispute of fact. A detailed discussion of the major categories of grievances appears on pages 13-14.

Not all complaints of teachers are grievances. As grievance representative, you may find, in your initial interview with a teacher claiming a grievance, that the teacher has misinterpreted the contract or has entirely misunderstood an administrative action. You may discover that, while the teacher has a valid complaint, it is not a grievance. For example, the complaint may arise from a dispute between two association members over an organizational matter quite apart from board policy or group contract terms.

Who May Grieve?

Where a negotiated agreement is in effect, a grievance may be filed by any school employee who is included in the negotiating unit, whether or not that employee

is actually a member of the association. Grievances may have various origin points and may affect a diversity of interests. An individual teacher, or a group of teachers in the same or several buildings, may grieve the same violation. When administrators are in the bargaining unit, a principal may file a grievance against his supervisor; or the association itself may initiate a grievance. Of course, administrators do not "file grievances" against teachers.

Who Are the Real Parties to a Grievance?

The direct parties to the negotiated agreement are the school board and the recognized employee organization. The employer executed the terms of the contract; the association polices these actions through a grievance procedure to establish the meaning of compliance. The local association has an obligation to the members of the negotiating unit to skillfully manage the grievance procedure to ensure administrative adherence to the terms of the group agreement. Thus, the real parties to a grievance are not only the aggrieved employee and the involved administrator. The association and the board each have a direct interest in the processing and outcome of every grievance; and each is involved as a real party to the action. No grievance is correctly regarded as a dispute between individuals. The association makes available its collective resources to help an individual (or a group) press a claim; and the association has a collective stake in achieving a settlement that is favorable, not only to the aggrieved, but to the interests of the organization as well.

How Does the Grievance Procedure Work?

Underlying the negotiated grievance procedure is the idea that, generally, those closest to a dispute, both on behalf of the association and of management, should first try to reach a settlement. The grievance machinery is a procedure whereby a grievance is presented through a succession of steps. This step-by-step process affords an orderly method of appeal to higher authority from the decision of a lower supervisory official. It follows that the intermediate steps should not be merely a transmission belt for passing grievances along to higher administrative echelons. At each step there should be a good-faith effort by the school district to achieve equitable settlement and the authority either to uphold or reverse decisions made at the previous step.

Typically, the first step in the procedure involves meetings between the grievant and his assigned association representative and the immediate superior, in which the parties attempt, through informal discussion, to reach a satisfactory settlement. At this step, the informal efforts toward resolution may move on to exchanges of a written "grievance demand" and a written "grievance answer." Impasse at this first step may be resolved by appeals to higher levels of the administrative line, where persons of possibly greater objectivity attempt to negotiate settlement. Of course, step two of the grievance procedure may end in impasse; and for this reason, the procedure should include a provision for arbitration.

Arbitration is an essential ingredient of an effective grievance procedure—because it provides for the adjudication of persisting grievance disputes by an impartial third party, selected and paid jointly by the association and the employer and authorized by them to render a binding decision. Many people feel that the chief value of arbitration is not in its use, but rather that its very presence provides a continuing incentive for the lower-step parties to make the bilateral discussion work. However, the real need for binding arbitration is more basic: a grievance impasse is a win for management and a loss for the teacher and his association. Without a provision for neutral third-party review and binding decision, the disagreement that has persisted through earlier steps of the process will be subject to the unilateral decision-making powers of the employer, the board of education—a real party to the grievance and decidedly not a neutral third party. Because the association has a compelling interest in the equity and effectiveness of the grievance process and because the association must avoid an image (and fact) of futility in the eyes of its members, the absence of binding arbitration is likely to result in the "jungle warfare" of that association going public to seek political remedies for grievance impasse.

Who Runs the Grievance Machinery?

You, the grievance representative, are in the front-line position. Not only are you the initial contact for most reported grievances in your building, but, as will be discussed later, a central part of your

job is to monitor administrator-staff relationships in the building in order to surface grievances that should become an organizational concern. The PR&R Commission recommends that local associations have one grievance representative for each 40 teachers but at least one for each school building. By assigning to individuals in each building the singular, specific responsibility of monitoring that building, the association can achieve an optimum level of grievance detection and reporting. Such an arrangement also permits maximum efficiency of the grievance representative, as he is not bogged down with other association responsibilities. The presence of at least one such representative in each building serves as a daily reminder and guarantee to the members that they have full access to the association's grievance machinery.

The second point of grievance-association contact should be the person designated to receive, evaluate, and further process complaints of contract violation. "Grievance chairman" has been the title used in this handbook; local association terminologies, of course, may vary. Ideally, the individual who fills this post should have broad experience in, and in-depth knowledge of, grievance, legal, and related matters; he or she should have sufficient free time to carry out the exacting responsibilities involved in the evaluation and processing of grievances. Of equal importance, the person who serves as grievance chairman should be free from any possibility of employer intimidation. By far the first and most logical choice, then, would be an association staff member—possibly the association executive secretary or, more appropriately perhaps, a UniServ staff person. A staff member has an office, time to devote to the task, broad experience in all aspects of the association's work and, of course, no problem of employer intimidation. For those associations without the staff capability to carry out this function, the following choices might be appropriate:

- The PR&R Chairman—His work with PR&R may give him a wide background in association work and sufficient expertise in the area of grievance management.
- Any other association officer who, by virtue of training and experience, is qualified to make substantive decisions in the grievance field.

If an association officer is selected as grievance chairman, the negotiated agreement should provide him or her with some released time for grievance hearings and, if possible, for investigative work in behalf of employee complaints.

It is the grievance chairman who decides initially whether the association will support a grievance, selects the association advocate of the grievant, and plans the grievance strategy. In the event of a negative decision by the grievance chairman, the complainant often has the right to appeal that decision to the PR&R Committee; and some associations provide for an appeal to the Executive Committee.

What Are the Rights of the Teacher in Grievance Processing?

The individual teacher, whether a member of the association or not, has the following grievance rights:

- The right to fair representation by his organization;
- The right to grieve directly through the administrative channel without organizational representation;
- The right not to grieve;
- The right to accept a settlement;
- The right to refuse a proffered settlement;
- The right to bring his or her own representative to a grievance meeting.

What Are the Association's Rights?

The following association rights should be explicitly stated in the grievance procedure section of the group contract:

- The right to present the association point of view at all grievance meetings;
- The right to receive in writing disposition of all cases at each level;
- The right to initiate a grievance on its own behalf or on behalf of grievant(s);
- The right to file a class grievance on behalf of more than one teacher;
- The right to determine whether to go to arbitration;
- The right to continue a grievance when not appealed.

What Is the Association's Role in Informal Grievance Settlement?

An active and willing one, in many instances. At least half of the grievances handled by local associations are resolved informally. The values of informal settlement are obvious. The savings in both time and money can be substantial. The complete processing of a griev-

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ance may take as long as three months; and the costs of grievance processing, if arbitration proceedings become necessary, may amount to several thousand dollars.

Of greater importance—early, amicable resolution of a dispute is usually in the interests of job harmony. The involved parties will have to live with any settlement reached; if they themselves can arrive at that settlement, rather than having it imposed on them from above, the chances of their working together harmoniously in the future should be enhanced. Thus, quite often, the grievance chairman will decide that it is in the best interests of all parties to meet informally with the principal or other administrator about a reported grievance, in an effort to resolve the matter promptly and equitably without further use of the grievance machinery. At that stage, also, the administrator is likely to be less entrenched in his position and more susceptible to a proposed settlement.

Although they are obvious, the values of informal settlement should not be overstated. As a practical matter, many association leaders feel that the easy way out of a problem is not always the best way. They believe that some issues that arise between teachers and administrators are of such basic importance and broad dimension that they should be submitted to the entire formal process of grievance adjustment, including arbitration, if necessary. Out of such issues may come precedential decisions, of inestimable value to the teachers and their organization. Also, the association that too readily and too frequently accepts informal settlements may find, to its consternation, when a vitally important issue arises, that its grievance machinery has atrophied from lack of use. Expertise in grievance handling requires practice; the association that seldom uses the formal grievance channel will not be likely to develop the experience and knowledge necessary to advance the occupational interests and protect the hard-won rights of its members. Equally important, when an association's practice over a long period of time has been to settle grievances informally, a decision by that association to initiate a formal grievance may produce such an alarm reaction on the part of the school administration, that what might otherwise be an orderly process of grievance resolution becomes instead a serious disruption of school district-association relationships.

III. The Job of the Grievance Representative

Surfacing Grievances

The discovery of violations of the master agreement is the association's first function in grievance administration. And within your building that is your assignment—to listen to the problems of teachers, receive complaints, monitor administrator-staff relationships in order to detect violations, and report to the grievance chairman. The definition of a grievance is a negotiable item and may, in fact, vary according to the terms of the contract. School management may seek to keep this definition as narrow as possible, confining what is grievable to the specific items included within the contract. But it is clearly to the advantage of teachers—and to equitable problem settlement—to seek a broader definition. A reasonable working definition would be as follows:

> A "grievance" shall mean a claim by a grievant that a dispute or disagreement of any kind exists involving interpretation or application of the terms of this agreement or of an existing board rule, policy or practice, or that an employee has been treated inequitably, or that there exists a condition which jeopardizes employee health or safety.

One of the most difficult aspects of your job will be to perceive violative actions that are not reported to you. When you do detect rights violations, it will be your responsibility to initiate discussion of the problem with the involved teachers, since, all too often, teachers are reticent about "making waves." You must gain the teachers' confidence. You must convince them that grieving is a hard-won right of all teachers—essential, not only to their own interest, but to the group's collective interest in enforcing the negotiated contract and ensuring that board policies and contract terms are carried out equitably and in full compliance with the legal, as well as the professional rights, of teachers. An individual grievance that is equitably resolved can produce doubly beneficial effects: righting a particular wrong, and testing the effectiveness of school governing policies in day-to-day application, thus serving as a stimulus to constructive change. You should make every effort to persuade an aggrieved but reluctant teacher that "standing up" to the principal (or other supervisor) is part of the member's responsibility to himself and to his association.

Interviewing the Grievant

The purpose of your initial interview with a potential grievant is to obtain as much information as possible to determine the nature and extent of the reported problem. This is the time to examine all aspects of the matter without taking sides, but keeping sight of your primary function, as an advocate, to assist the aggrieved member. Accuracy and objectivity can be increased by application of the following general rules:

- Be solicitous to obtain the cooperation of the grievant.
- Ask specific questions.
- Request relevant evidence.
- Avoid hasty conclusions.
- Avoid personal involvement in the issue.
- Do not express preconceived notions, ideas, or conclusions.
- Do not commit the association to a course of action.

If the validity of the complaint is doubtful, then the benefit of the doubt should be given to the complainant. Your responsibility is not to screen complaints, but to refer them to the grievance chairman. When in doubt, be guided by the advice of the grievance chairman before you advise the teacher.

Recording the Potential Grievance

During your meeting with the complainant, you should make sure that the essential facts of the case, as reported to you, are in writing. Don't trust either your memory or the teacher's. For the protection of both, take notes. And at the conclusion of the meeting, ask the teacher to read what you have written, to make any revisions necessary for accuracy, and to sign the paper. Recording the teacher's complaint at this point will serve several worthy purposes: (a) It will assure the complainant of an accurate presentation of the facts to the association; (b) It can do much to preclude spurious or unfounded complaints; and (c) It may serve as your insurance against a subsequent claim that the grievance representative misunderstood the complaint or refused to process

a legitimate grievance.

Checking-Up Function

Once you have discovered a potential grievance, your next step will be to consult with the grievanc chairman. It is unwise for you to carry the matter any further on your own for a number of reasons: a similar grievance may have been filed or a precedential settlement may have been reached in a closely related matter. In the interests of obtaining a satisfactory settlement for your grievant, you should discuss the alleged violation with the grievance chairman before making any contact with the administration. This is sound practice and will make for better decisions.

There may be instances when a grievance settlement sought by one, or several, teachers may be in direct conflict with the interests of another teacher or group of teachers. Or, a settlement favorable to one or a group of teachers might be opposed to the interests of the organization. In short, a multiplicity of interests may be influenced by the association's decision to process a single grievance. In fairness to yourself and to the organization, you should not attempt to evaluate the merits of a potential case; leave this to the association staff members or officers who, by virtue of their central position, have a better vantage point from which to balance the various interests involved in order to determine the disposition of a complaint.

You should be aware that checking-up is used in the administrative channel also. The principal often is directed to consult with the superintendent to see how he should proceed with a possible grievance action. Seldom should either side plunge into a grievance meeting without seeking advice from those who are in a better position to view the individual problem as it relates to the overall interests of the professional or management group.

You Have a Continuing Interest in the Case

Once the grievance is reported, your role in further processing the case is determined by the grievance chairman. Because the goal of the association should be satisfactory resolution of the grievance, without compromising the organization's interests, an experienced spokesman, who regularly processes grievances, should be appointed as the grievant's advocate; this person usually will not be the building grievance representative. As the individual who made the initial report, however, you will generally participate in all meetings involving discussion of the grievance; you may be asked to participate in preparation of the case and to appear at hearings as a witness or observer. Thus, your active interest in the case continues through to its conclusion. You have a legitimate interest in the achievement of a favorable settlement; and your knowledge of the matter, as the grievance representative, can help to facilitate that settlement.

Your Relationship with the Building Principal

The rapport that you are able to develop with the teachers in your building—and, consequently, your effectiveness as a grievance representative—will depend, in large measure, on the skill with which you handle your relationship with the building principal. This is indeed a pivotal relationship, and one that will be closely watched by the teachers. They will be quick to notice any signs of co-optation, and quick to lose faith in you as their grievance representative if you and the principal appear to be overly cooperative with each other in grievance matters or if there is any evidence of "horsetrading" or "grievance-splitting"—that is, any private dealing between you and the principal resulting in compromised grievance settlements to the detriment of teacher and association interests.

Your behavior, in relating to the principal, must demonstrate to the teachers that you are their advocate; that, in grievance concerns, you are not a neutral bystander or a subordinate to the principal. It is true that the principal exercises certain authority over you in your role as employee. But in any grievance discussion, you are an official representative of the association; the principal is a representative of management; and you both have equal status. At the same time, you should strive to avoid any element of personal rivalry in your dealings with the principal. An atmosphere of mutual hostility has little utility as a long-range strategy.

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IV. Common Contract Violations

As grievance representative, you will need to be thoroughly familiar with the definition of grievable matters, as established by the master agreement. The wording is usually broad and general in nature. Nonetheless, grievances may be generally categorized into four major types:

1. Plain Violation of the Agreement

This type of grievance may be the result of ignorance, carelessness, error, omission, or the commission of an act known to be contrary to the terms of the agreement. It is probably the simplest type of grievance to substantiate, since it requires in the simplest form proof that some act did occur which violates a provision of the contract.

Example:

The master agreement states, "Teachers may be required to remain after the end of the duty day without additional compensation for no more than one and one-quarter hours each week. Compensation will be on the basis of their respective current individual salary rates. The duty day is from 8:15 to 3:15 daily."

The teacher attends a meeting scheduled by the principal on Monday after 3:15, which lasts for three hours.

The teacher does not receive the additional pay on payday and inquires of the principal, who states that he has not forwarded and does not intend to forward the necessary time sheet to the central payroll office. He explains that it is the teacher's responsibility to spend extra time on school matters and he doesn't get any extra pay for the many hours he spends after 3:15 each day; therefore the teacher is not entitled to pay.

This matter can be quickly substantiated by gathering evidence to show that the teacher did work overtime as stated and that the required overtime pay was not received. The administration is not contesting the interpretation of this term of the agreement, but is rather ignoring the term.

2. Disagreement over Interpretation

In this type of grievance, the facts of an issue are not usually in dispute. The grievance arises from a disputed interpretation of a term or condition of the contract.

Example:

The agreement states, "A teacher is authorized a maximum of three days' leave with no loss of pay on account of death of a member of the teacher's family."

The teacher's first cousin dies, and the teacher is absent for three days. The administration deducts three days' pay on the ground that a first cousin is not "a member of the teacher's family."

Resolution of this grievance requires an interpretation of the word "family." There is no question about the teacher's absence or the death of a first cousin. Nor would the association argue that the administration did not have the right *per se* to deduct pay. The matter turns on whether a first cousin is included in the term "member of the teacher's family." If so, then the deduction by the administration is not permitted.

The following principles of contract language analysis may prove helpful in this type of grievance:

- Specific language prevails over general language. "Specific" does not necessarily refer to clarity of language, but rather to wording that deals directly with an issue rather than by inference.
- Clear and unambiguous language usually prevails over past practice. Past practice frequently gives meaning to vague and generalized phrases as used in a contract. But where the language is crystal clear, an arbitrator will usually rule in favor of the language, even if the practice has been contrary over a period of time without complaint by the employee.
- In the absence of specific, or clear and unambiguous language, past practice or evidence of intent of the parties may be the determining factor.

3. Fact Disputes

In this particular type of grievance, there is no question concerning the terms of the agreement. The issue turns on whether an alleged

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violation of the agreement did or did not, in fact, occur.

Example:

The agreement states, "All teachers will be present in their assigned room twenty minutes before the scheduled student starting time at the opening of the school day."

The teacher is given a written warning for failing to be in the assigned room twenty minutes before the opening of school. The teacher claims that he was in the room.

The case rests on whether the teacher was or was not in the room at the appointed time. Adjustment is easier if evidence can be obtained that the teacher's allegations are supportable. However, it must be kept in mind that the administrator took the initiating action, and he would have the burden of supporting his contention.

4. Equity Disputes

Cases of this sort are usually based on the association's claim that an administrator has used his discretion unfairly; that is, in an arbitrary, capricious, or discriminatory manner. Since equity disputes generally relate to matters that are within the area of administrative discretion, they most often involve issues not specifically covered by the language of the group contract. Claims of administrative unfairness or unreasonableness are among the most common sources of teacher grievance; and because the contract offers no precise criteria on which to resolve such claims, these types of cases present a real challenge to the association's capability in grievance handling.

Grievances based on equity disputes are likely to arise when there is an alleged administrative failure to meet the teachers' reasonable expectations of fair play. Some of these teacher expectations might be:

- **"No constant check-up"**— Teachers feel that they know their job and will do what is expected of them with a reasonable amount of supervision. Constant unannounced supervision is regarded as harassment.
- **"Second chance"** — Teachers appreciate administrative flexibility in the application of school rules and policies. The principal, instead of seizing every opportunity for reprimand, is expected to warn teachers and listen to reasonable explanations of rule infractions before taking punitive action against them.
- **"Job shifting"**—Although transfers usually are subject to contractual agreement, unreasonable use of administrative discretion in exercising transfer authority is resented. Transfer gives the administration the opportunity to reward teachers through favorable placement; but its negative use, undesirable placement used as punishment, must be guarded against. (Note: When the contract language is specific and clearly applicable to the point at issue, it is usually easier to defend a grievance on the basis of contract violation, rather than on the equity issue.)
- **"Protection"**—Teachers rightfully expect school management to take reasonable precautions to ensure their safety during the school day and to protect them, as far as possible, from psychological as well as physical jeopardy. They have the right to work in an atmosphere that is free of threat from students, parents, administrators, and fellow teachers.
- **"Preferential access"**—Within reason, teachers should have the right to use school equipment and materials for personal use. Particularly, teachers could reasonably expect to have access to the shop or homemaking department or business facilities of the school.
- **"Seniority"** — Very clearly, teachers have a right to expect that administrators should take into account seniority factors in their consideration of teacher transfers, promotions, dismissals, and other such job actions.

V. Beyond Level One and State-National Assistance

It is important for you to remember that, while your responsibilities as grievance representative may seem arduous at times, you are not alone. You, like every other participant in the grievance process, operate from a power base. Supporting you in your key post at the point of grievance origin are the full resources of your local association; and beyond the local level stand the state and national associations ready to provide assistance.

Once the grievance has proceeded through its initial stage, it becomes primarily the responsibility of the grievance chairman, who carries it to subsequent, more formal steps. If these steps fail to produce settlement, the grievance may move on to binding arbitration. Occasionally, even the arbitrator's decision may be appealed (if shown to be fraudulent, for example).

In short, even what appears as the terminal point of a grievance at the local level may not, in fact, conclude the matter. In cases that may involve a need for legal relief, and in other types of cases where complex problems arise beyond local capacity to resolve, the state and national associations stand ready to provide consultative and material assistance. Increasingly, local associations are developing the skills and experience that are needed in effective grievance administration; and this is as it should be. The daily opportunities available to secure advantages for teachers can only be exploited effectively by an alert local association—not by a necessarily remote state or national parent body. But the resources of the state and national organizations — in training programs, advice and counsel, legal assistance, and investigation—are available at all times to assist the local association in carrying out the vital functions of grievance management.

"The Grievance Representative," originally prepared by the NEA Commission on Professional Rights and Responsibilities, is now distributed by the NEA Division of Affiliate Services.

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